

Public Policy and External Affairs

130446
Need Docket
adoption of agreement
verizon

February 15, 2006

1301 Gervais Street, Suite 825
Columbia, SC 29201

Phone 803 254-5736
Fax 803 254-9626

VIA HAND DELIVERY

The Honorable Charles L.A. Terreni
Chief Clerk and Administrator
The Public Service Commission
of South Carolina
P. O. Drawer 11649
Columbia, SC 29211

2006-161-C

RECEIVED
FEB 15 PM 4:5
SOUTH CAROLINA
COMMISSION OF

RE: Adoption by TC Systems Inc. ("TCG") of an effective Interconnection Agreement (Docket No. 96-375-C) between AT&T Communications of the Southern States, Inc. ("AT&T") and Verizon-South Inc. ("Verizon").

Dear Mr. Terreni:

Enclosed is a hard copy of an Agreement between the above referenced companies, which is being filed with your office for information and/or approval. If you have any questions concerning this matter please do not hesitate to contact me at (803) 254-5736.

With kind regards, I am

Amber L. Landsman

Amber L. Landsman

Enclosure

cc: James M. McDaniel, Program Manager of Telecommunications - ORS

Stephen G. Huels
Region Vice President
Global Access Management
AT&T Business Services, Enterprise

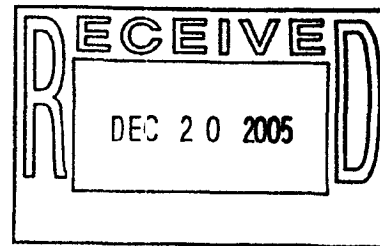


Suite 4NN1
227 West Monroe
Chicago, Ill. 60606

voice: 312-230-5535
mobile: 312-593-6965

December 9, 2005

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Markets
Verizon South, Inc.
1310 N. Courthouse Road
Arlington, VA 22201
Fax: 703/974-0314



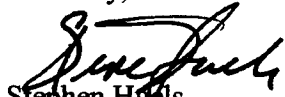
Re: Adoption by TC Systems Inc. ("TCG") of the Agreement between AT&T Communications of the Southern States, Inc. ("AT&T") and Verizon-South Inc., f/k/a GTE South Incorporated ("Verizon")

Dear Mr. Masoner:

I am enclosing the adoption letter sent by Verizon in response to TCG's notification of the referenced adoption, executed by TCG as you requested. I note that TCG has signed the adoption letter to signify that it agrees only with respect to points A, B, C, D and E of paragraph 1, and that it understands the balance of the adoption letter to be a statement of Verizon's position on various issues. TCG does not agree with, nor is it bound by, Verizon's statements of position, although TCG does agree that neither Party shall be deemed to have waived any rights by signing the adoption letter, and that execution of the adoption letter by TCG shall not be construed as a concession or waiver of any position concerning the adopted agreement's compliance with the Telecommunications Act of 1996 (the "Act"), decisions and orders of the FCC or the South Carolina Public Service Commission, decisions and orders of federal or state courts, or other applicable law. TCG reserves its rights to assert or pursue in a forum of competent jurisdiction any claims arising from or related to the adopted agreement, the Act, and any FCC or ICC decisions, orders or rules.

We would appreciate your including this letter in the filing of the adoption letter that Verizon intends to make with the ICC. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Huels", written over the printed name.

Stephen Huels
Regional Vice President,
TC Systems, Inc.

Stephen G. Huels
Region Vice President
Global Access Management
AT&T Business Services, Enterprise



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227 West Monroe
Chicago, Ill. 60606

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December 9, 2005

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Markets
Verizon South, Inc.
1310 N. Courthouse Road
Arlington, VA 22201
Fax: 703/974-0314

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f/k/a GTE South Incorporated ("Verizon")

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Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Huels", written in a cursive style.

Stephen Huels
Regional Vice President,
TC Systems, Inc.

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Markets



1310 N Courthouse Rd
9th floor, RM 9E104
Arlington, VA 22201

Phone 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

December 9, 2005

Stephen Huels
Regional Vice President
TC Systems, Inc.
222 W. Adams Street
Chicago, IL 60606

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Huels:

Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), a Virginia corporation, with principal place of business at 4100 Roxboro Road, Durham, NC 27704-2166, has received correspondence stating that TC Systems, Inc. ("TCG"), a Delaware corporation, with principal place of business at 1 AT&T Way, Bedminster, NJ 07921 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of the Southern States, Inc. ("AT&T") and Verizon that was approved by the South Carolina Public Service Commission (the "Commission") as an effective agreement in the State of South Carolina in Docket No. 96-375-C, as such agreement exists on the date hereof (including, without limitation, Amendments 1 and 2 thereto) after giving effect to operation of law (the "Terms"). I understand TCG has a copy of the Terms. Please note the following with respect to TCG's adoption of the Terms.

1. By TCG's countersignature on this letter, TCG hereby represents and agrees to the following seven points:

- A. TCG adopts (and agrees to be bound by) the Terms and in applying the Terms, agrees that TCG shall be substituted in place of AT&T Communications of the Southern States, Inc. and AT&T in the Terms wherever appropriate.
- B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by both 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.
- C. Notice to TCG and Verizon as may be required or permitted under the Terms shall be provided as follows:

To TC Systems, Inc.:

Attention: Mark Brown
1230 Peachtree Street, Suite 400
Atlanta, Georgia 30309
Telephone Number: (770) 751-8503
Facsimile Number: (281) 664-9713
Internet Address: brownmarke@att.com

And to:

Kathleen Whiteaker
809 Cobblestone Ct.
Cedar Hill, TX 75104
Telephone Number: (972) 293-8608
Facsimile Number: (972) 291-8867
Internet Address: kwhiteaker@att.com

To Verizon:

Director-Contract Performance Management and
Negotiations
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038

Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

- D. TCG represents and warrants that it is a certified provider of local telecommunications service in the State of South Carolina, and that its adoption of the Terms will cover services in the State of South Carolina only.
- E. In the event an interconnection agreement between Verizon and TCG is currently in effect in the State of South Carolina (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Subject to the terms of Amendment 1 to the AT&T Agreement, Verizon's standard pricing schedule for interconnection agreements in the State of South Carolina (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to TCG's adoption of the Terms. TCG should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives the respective rights of the parties, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

- G. TCG's adoption of the AT&T Terms shall become effective on October 7, 2005. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by TCG as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern TCG's adoption of the Terms. Subject to the relevant termination provisions of the Terms, the adoption of the Terms is currently scheduled to expire on July 14, 2006.
2. As the Terms are being adopted by TCG pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 96-375-C, or to seek review in any way of any provisions included in the Terms as a result of TCG's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 96-375-C (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. Verizon reserves the right to deny TCG's application of the Terms, in whole or in part, at any time:
- A. when the costs of providing the Terms to TCG are greater than the costs of providing them to AT&T;
 - B. if the provision of the Terms to TCG is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to TCG under applicable law.
5. Should TCG attempt to apply the Terms in a manner that conflicts with Paragraph Two through Paragraph Four above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

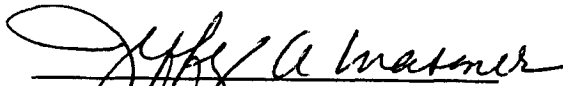
6. In the event that a voluntary or involuntary petition has been or is in the future filed against TCG under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and TCG's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of TCG resulting from TCG's adoption of the Verizon Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

SIGNATURE

Please arrange for a duly authorized representative of TCG to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON SOUTH INC.

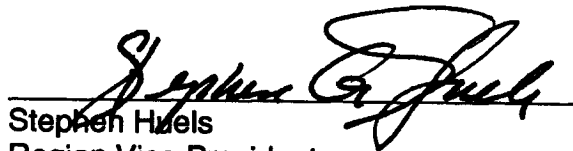


Jeffrey A. Masoner

Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

TC SYSTEMS, INC.



Stephen Huls

Region Vice President

c: K. Robertson - Verizon

APPENDIX A^{1 2}
V1.5

I. Rates and Charges for Transport and Termination of Traffic³

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0048270♦ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0072350♦ per minute of use.**

B. The Tandem Transit Traffic Service Charge is \$0.0022320♦ per minute of use.

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) –For each DS1 equivalent volume⁴ (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: See Intrastate Special Access Tariff

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and TCG shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated March 17, 1997 in Docket Number 96-375-C. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, if applicable, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order Docket Number 96-375-C, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment.

⁴ A CCS busy hour equivalent of 200,000 combined minutes of use.

II. Services Available for Resale

The avoided cost discount for all Resale Services is 18.66%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that TCG orders any service from this Agreement.

Customer Record Search applies when TCG requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to TCG. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to TCG. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter TCG's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if TCG requests service prior to the standard due date intervals.

Coordinated Conversion applies if TCG requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if TCG requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements⁵

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)	\$	18.00 ♦
4 Wire Analog Loop (inclusive of NID)	\$	28.80 ♦
2 Wire Digital Loop (inclusive of NID)	\$	18.00 ♦
4 Wire Digital Loop (inclusive of NID)	\$	28.80 ♦
DS-1 Loop	\$	125.11
DS-3 Loop	\$	1515.42

Supplemental Features:

ISDN-BRI Line Loop Extender	\$	5.69
DS1 Clear Channel Capability	\$	23.74

Sub-Loop

2-Wire Feeder	\$	9.87
2-Wire Distribution	\$	21.13
4-Wire Feeder	\$	25.86
4-Wire Distribution	\$	37.97
2-Wire Drop	\$	3.62
4-Wire Drop	\$	3.89
Inside Wire		BFR

Network Interface Device (leased separately)

Basic NID:	\$	1.45 ♦
Complex (12 x) NID	\$	2.10 ♦

Switching

Port		
Basic Analog Line Side Port	\$	4.00 ♦
Coin Line Side Port	\$	10.37
ISDN BRI Digital Line Side Port	\$	24.08
DS-1 Digital Trunk Side Port	\$	92.10
ISDN PRI Digital Trunk Side Port	\$	161.25

Usage Charges (must purchase Port)

Local Central Office Switching (Overall Average MOU)	\$	0.0048270
Common Shared Transport		
Transport Facility (Average MOU/ALM)	\$	0.0000170
Transport Termination (Average MOU/Term)	\$	0.0001760
Tandem Switching (Average MOU)	\$	0.0019710

Terminating to Originating Ratio		1.00
----------------------------------	--	------

⁵

For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and TCG shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	\$	26.50
CDT 4 Wire	\$	42.40
CDT DS1	\$	134.29
CDT DS3 Optical Interface	\$	1,312.50
CDT DS3 Electrical Interface	\$	1,325.90
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$.36
IDT DS0 Transport Termination	\$	15.08
IDT DS1 Transport Facility per ALM	\$	6.70
IDT DS1 Transport Termination	\$	30.00
IDT DS3 Transport Facility per ALM	\$	32.45
IDT DS3 Transport Termination	\$	184.55
Multiplexing		
DS1 to Voice Multiplexing	\$	190.00
DS3 to DS1 Multiplexing	\$	267.35
DS1 Clear Channel Capability	\$	23.74

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops		
Dark Fiber Loop	\$	67.13
Dark Fiber Sub-Loop – Feeder	\$	53.17
Dark Fiber Sub-Loop – Distribution	\$	13.96
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	\$	24.80
Dark Fiber IDT –Termination	\$	6.34
Intermediate Office Cross Connect		TBD

UNE-P Pricing⁶

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- UNE 2-wire Analog loop; and
- UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- UNE 2-wire Digital loop; and
- UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- UNE DS1 loop; and
- UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- UNE DS1 loop; and
- UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

EEL Pricing⁶

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

⁶

For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and TCG shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Line Splitting⁷

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

⁷ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)

Initial Service Order, per order	\$	51.20 ♦
Transfer of Service Charge, per order	\$	16.00
Subsequent Service Order, per order	\$	24.00

Installation

Unbundled Loop, per loop	\$	25.00
Unbundled Port, per port	\$	25.00
Loop Facility Charge, per order (See Note 1)	\$	67.00

CUSTOM HANDLING

Coordinated Conversions:

ISO	\$	17.76
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

Hot Coordinated Conversions First Hour:

ISO	\$	23.91
Central Office Connection	\$	37.72
Outside Facility Connection	\$	32.36

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.88
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNEs

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Provisioning Addtl Unit
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
Dark Fiber Records Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LINK LOOPS (EELs) Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 25.00	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 25.00	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 25.00	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 25.00	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
Changeover Charge - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

LOOP CONDITIONING⁸**(No charge for loops 12,000 feet or less)**

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

UNE PLATFORM

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)

Advanced (2-wire and 4-wire) - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced (2-wire and 4-wire) - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced (DS1 and above) - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced (DS1 and above) - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$ 90.00	N/A

SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A

⁸ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
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EXPEDITES

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that TCG orders any service from this Agreement.

Customer Record Search applies when TCG requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if TCG requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if TCG requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if TCG requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

See State Tariff.

V. Collocation Rates

See SC Intrastate Access Tariff Section 18, Collocations Services.